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The Court is in receipt of the endorsed letter. Plaintiff's Motion for Default Judgment, ECF No. 17, is DENIED WITHOUT PREJUDICE given that Defendant has appeared. Having been served on October 23, 2024, Defendant's answer was due on November 13, 2024. *See* ECF No. 8. However, given that Defendant did not appear until January, and given that the parties have been engaged in efforts to settle this case, the Court *sua sponte* extends Defendant's time to answer. **By February 28, 2025**, Defendant shall answer or otherwise respond to the Complaint. SO ORDERED.

The Clerk of Court is respectfully directed to terminate ECF No. 17.

Dated: February 10,  
2025 New York, New  
York



Dale E. Ho  
United States District Judge

**Re: *Surfside Solutions Inc. v. Helix House LLC***  
**Case No.: 1:24-cv-6305-DEH-BCM**

Dear Judge Ho,

The parties in the above-captioned matter hereby submit a further joint letter updating the Court on settlement status. The parties have reached an impasse in their settlement discussions.

Defendant proposes that the Court schedule the default judgment conference on a date other than during the week of February 10, 2025, as Defendant's counsel will be out of the country that week.

Plaintiff has no objection to this request, and proposes—for the sake of making a proposal only—the following dates: Plaintiff's reply in further support of default judgment to be filed by February 13, 2025, and the default judgment conference to be held on February 19, 2025.

Thank you for your attention to this matter.

Respectfully submitted,

/s/ Justin Loveland

Justin M. Loveland

**Reinhardt Savic Foley LLP***Attorneys for Plaintiff*

/s/ Jan Brody

Jan A. Brody

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